

Patricia E. Habas (PEH 8353)
Rogers McCarron & Habas, P.C.
100 Dutch Hill Road, Suite 390
Orangeburg, New York 10962
(845) 359-5400
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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OLDCASTLE PRECAST, INC.

Civil Action No.:

Plaintiff, **COMPLAINT**
-against -

LIBERTY MUTUAL INSURANCE COMPANY,

Defendant.

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Plaintiff, Oldcastle Precast, Inc. ("Oldcastle"), by its attorneys Rogers McCarron &
Habas, P.C., as and for its complaint herein, alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction under the subject matter of the action pursuant to 28 U.S.C. § 1332, founded upon the parties' diversity of citizenship and that the sum in controversy, exclusive of interest and costs, exceeds \$75,000.

2. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a)(2) as a substantial part of the events or omissions giving rise to the claim occurred and a substantial part of property that is subject of the action is situated within the Southern District of New York, specifically the County of Rockland.

PARTIES

3. At all times relevant hereto, Plaintiff Oldcastle was and is a corporation duly organized and existing under the laws of the State of Georgia, licensed to conduct business

within the State of New York, with a principal place of business located at 900 Ashwood Parkway, Suite 700, Atlanta, GA 30338-4780.

4. Upon information and belief, at all times relevant hereto, Defendant Liberty Mutual Insurance Company (“Liberty”), was and is a corporation duly organized and existing under the laws of the State of Massachusetts, licensed to conduct business within the State of New York, with a principal place of business located at 175 Berkeley Street, Boston, MA 02116.

BACKGROUND

5. Oldcastle entered into a contract with third party Metra Industries, Inc. (“Metra”), on or about October 21, 2014, whereby Oldcastle was to supply Metra with precast materials in accordance with the aforementioned contract and the Application for Business Credit, executed on or about August 20, 2013 and merged into the contract (collectively, the “Contract”), to be incorporated into Metra’s construction work at the Pascack Brook Bypass Culvert in Rockland County, New York (Capital Project No. 7113), (the “Project”).

6. Upon information and belief, Defendant Liberty, as sureties, and third-party Metra as Principal, signed and executed a payment bond (#327014349), guaranteeing prompt payment of all monies due to persons furnishing Metra with labor, materials and/or services in connection with the Project, (the “Payment Bond”).

7. Metra owes Oldcastle a sum of Five Hundred Six Thousand Two Hundred Eighty One and 57/100 Dollars (\$506,281.57) for precast materials supplied in connection with the Project, and has owed said sum since April 1, 2015.

8. Oldcastle has rendered regular invoices and statements to third-party Metra indicating the outstanding balance, none of which have been disputed or returned.

FIRST CLAIM FOR RELIEF
(Payment Bond Claim for the Project)

9. Upon information and belief, third-party Metra entered into a Contract with Plaintiff Oldcastle, whereby Oldcastle agreed to supply Metra with precast materials to be incorporated into Metra's construction services associated with the Project.

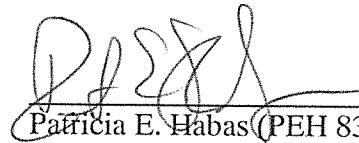
10. There is now due and owing to Oldcastle the sum of Five Hundred Six Thousand Two Hundred Eighty One and 57/100 Dollars (\$506,281.57) for precast materials to be incorporated into the Project, of which no part has been paid, although duly demanded in full.

11. Upon information and belief, Defendant Liberty and third-party Metra, have no defense or basis in fact or law, for refusing to pay the aforesaid indebtedness due and owing to Oldcastle.

12. Based upon the foregoing, the sum of Five Hundred Six Thousand Two Hundred Eighty One and 57/100 Dollars (\$506,281.57) is due and owing to Oldcastle from Defendant Liberty, under the aforesaid payment bond, with appropriate interest thereon from April 1, 2015, plus reasonable attorneys' fees, costs and disbursements associated with this action.

WHEREFORE, Plaintiff, Oldcastle Precast, Inc., demands judgment on its First Claim for Relief on a payment bond claim against Defendant, Liberty Mutual Insurance Company, in the sum of Five Hundred Six Thousand Two Hundred Eighty One and 57/100 Dollars (\$506,281.57), plus interest from April 1, 2015, reasonable attorneys' fees, costs and disbursements associated with this action and for such other and further relief as to this Court may seem just and proper.

Dated: Orangeburg, New York
March 14, 2016



Patricia E. Habas (PEH 8353)
ROGERS MCCARRON & HABAS, P.C.
Attorneys for Plaintiff,
Oldcastle Precast, Inc.
100 Dutch Hill Road, Suite 390
Orangeburg, NY 10962
(845) 359-5400
phabas@barpc.com

To: Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116